

TRANSPORTATION ACCESS PLAN AGREEMENT
entered into between
THE CITY OF BOSTON TRANSPORTATION DEPARTMENT
and
JACKSON SQUARE PARTNERS, LLC
for
JACKSON SQUARE SITE III, PHASE 3
BUILDING M (25 AMORY STREET) AND BUILDING N (250 CENTRE STREET)

This Transportation Access Plan Agreement (hereinafter "TAPA") is entered into this 10th day of January, 2020 by and between the CITY OF BOSTON, acting through its TRANSPORTATION DEPARTMENT with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, (hereinafter "BTD"), JACKSON SQUARE PARTNERS, LLC, with a principal place of business c/o Jamaica Plain Neighborhood Development Corporation, 31 Germania Street, Jamaica Plain, MA 02130 (hereinafter "Master Developer"), 25 Amory Apartments LLC with a principal place of business c/o Jamaica Plain Neighborhood Development Corporation, 31 Germania Street, Jamaica Plain, MA 02130 (hereinafter "JPNDC Owner Entity"), and 250 Centre Street Housing LLC with a principal place of business at The Community Builders Inc., 185 Dartmouth Street, Suite 900, Boston, MA 02116 (hereinafter "TCB Owner Entity", and together with Master Developer and JPNDC Owner Entity "Developer").

WHEREAS, the Developer has completed the review process required by Article 80 of the Boston Zoning Code (hereinafter "Article 80 Review"), which review process contains a Transportation Component, (*see Section 80B-3 (1)*); and

WHEREAS, the Developer acknowledges that the construction and operation of the Development will impact the transportation network within the City of Boston; and

WHEREAS, BTD and the Developer desire to mitigate such transportation impacts through a Construction Management Plan (hereinafter "CMP"), and a Transportation Access Plan Agreement (hereinafter "TAPA");

Now, therefore, in consideration thereof, the following is agreed between BTD and the Developer (hereinafter "Parties"):

Section 1. Definitions and Exhibits

- A. **"Access Plan"** shall mean the Transportation Sections of the Project Notification Form, Draft Project Impact Report, Final Project Impact Report and any supplemental information as developed through the Article 80 Review process.
- B. **"Article 80 Review"** shall mean the City of Boston Development review requirements, regulations and process, as defined in Article 80 of the Boston Zoning Code.

- C. **"BTD"** shall mean the City of Boston Transportation Department, with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, its successors and assigns.
- D. **"CMP"** shall mean the Construction Management Plan.
- E. **"Development"** shall mean the Development discussed in this TAPA and summarized in Section 2 A.
- F. **"Developer"** shall mean the Developer described above.
- G. **"ISD"** shall mean the City of Boston Inspectional Services Department with offices at 1010 Massachusetts Avenue, Boston, Massachusetts, 02118, its successors and assigns.
- H. **"PIC"** shall mean the Public Improvement Commission of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.
- I. **"City"** shall mean the City of Boston.
- J. **"PWD"** shall mean the Public Works Department of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.
- K. **"Site"** shall mean the parcel(s) as set forth in the Site Plan (*Exhibit A*). The legal description of the Site is more fully set forth in *Exhibit B*.
- L. **"Site Plan"** shall mean the Development's Site Plan as approved by BTD and set forth more fully in *Exhibit A*. The Site Plan is subject to change by BTD and/or PIC.
- M. **"TAPA"** shall mean this Transportation Access Plan Agreement.

Section 2. Development and Mitigation Summary

A. Development Summary

Described below is a summary of the proposed Development:

Jackson Square Site III, Phase 3 (the "Project" and/or the "Site") will involve the phased redevelopment of an approximate 2.2-acre vacant site to include the construction of two (2) new residential buildings and supporting roadway, sidewalks, and green space. The Project will total approximately 153,000 square feet (sf) to include about 154 new residential units, 1,900 sf of ground floor neighborhood retail, and 76 parking spaces serving the Project. The Project is expected to be developed in the following two (2) phases:

25 Amory Street (Building M) –

(to be developed, owned and operated by JPNDG Owner Entity)

- New 4-story building totaling approximately 47,900 sf containing approximately 44 residential units;

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- Surface parking for approximately 13 vehicles and 9 on-street private parking spaces; and
- On-site bicycle storage for a minimum ratio of 1.0 space per residential unit.

250 Centre Street (Building N) –

(to be developed, owned and operated by TCB Owner Entity)

- New 6-story building totaling approximately 106,000 sf containing approximately 110 residential units and approximately 1,900 sf of neighborhood focused retail use;
- Half floor below-grade parking for approximately 46 vehicles and 8 on-street private parking spaces; and
- On-site bicycle storage for a minimum ratio of 1.0 space per residential unit.

The Project is expected to be developed in phases with 25 Amory Street being constructed first and 250 Centre Street second. Should the Project components not follow the phased order presented in this TAPA, certain mitigation items may need to be advanced or delayed.

In support of the Site, a new east-west public street, Brewery Lane, will be built connecting Amory Street to the future Alliance Way. Alliance Way, a north-south private way open to public travel, will be built parallel to the Southwest Corridor connecting the future Brewery Lane to the realigned private way in front of 75 Amory Avenue. Alliance Way is expected to eventually connect Brewery Lane to Atherton Street with the continuation of Alliance Way to be built as part of the unrelated 125 Amory Street redevelopment project.

It is understood and agreed that each of JPNDG Owner Entity and TCB Owner Entity is responsible only for the portion of the obligations under this TAPA related to its specific component of the Project and that Master Developer as master developer of the Project, but as a party without any ownership interest in either of JPNDG Owner Entity or TCB Owner Entity, shall have no liability hereunder with respect to specific project elements but only as to master site work. The use of the term "Developer" through this TAPA shall be interpreted in this context.

The Development is more particularly described in the Final Project Impact Report (FPIR) filed with the Boston Redevelopment Authority (BRA) on December 11, 2015. The Development was approved by the BRA Board on August 11, 2016.

B. Mitigation Summary

In order to mitigate the impacts of the Development a summary of the major mitigation commitments is described below:

- Construct two (2) new roadways in conformance with City of Boston design standards:
 - Brewery Lane, a public street, running east-west between Amory Street and Alliance Way per PIC approved layout; and
 - Alliance Way, a private way open to public travel, running north-south along the Southwest Corridor per PIC approved layout.
- Construct/reconstruct crosswalks at the intersection of Amory Street at Brewery Lane to meet ADA accessible standards per PIC approved layout.
- Amory Street Extension and pedestrian connections from Brewery Lane to Centre Street will be constructed by the City of Boston.
- Design and install landscape, streetscape, and other amenities along the Jackson Square Redevelopment Initiative Greenway immediately adjacent to the Site.
- Provide for electric vehicle charging stations.
- Provide bicycle accommodation on-site for residents, employees, and visitors:
 - Secure, covered bicycle storage for residents and for building employees.
 - Exterior public bicycle racks for short-term visitors.
- Implement a Transportation Demand Management program as further described in Section 4.D.

Section 3. Site Access and Parking Management

A. Site Plan

The 1:20 scale Site Plan is attached as *Exhibit A*, signed and stamped by a licensed engineer in the state of Massachusetts, and approved by BTM. The Site Plan is subject to change by BTM and/or PIC.

Described below are the elements that have been included in the Site Plan:

- Public right-of-way layout.
- Sidewalk/pedestrian ramps.
- Curb cuts/driveways.
- Traffic control devices (signs, signals, pavement markings, etc.).
- Existing and proposed curb regulations for on-street parking.
- Hydrants.
- Sidewalk furniture, bicycle racks.
- Truck turning path plotted on 1:20 scale plan for a design vehicle approved by BTM at entrances to all loading areas.

An amendment to this TAPA will be required only when site plan or building program changes are planned that will materially affect overall Site access, Site operations, or area circulation patterns and will be fully coordinated between the Proponent, BTM, and PIC.

B. Site Access

- Described below is a summary of the vehicular ingress and egress as depicted in the Site Plan (*Exhibit A*):

As shown on the site plan attached as Exhibit A.1:

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25 Amory Street:

- Primary pedestrian access/egress will be provided from Amory Street.
 - Secondary pedestrian access/egress from the surface parking lot between 25 Amory Street and 250 Centre Street.
- Vehicular access/egress to the surface parking lot will be provided off of Brewery Lane.

250 Centre Street:

- Primary pedestrian access/egress will be provided from Centre Street.
 - Secondary pedestrian access/egress from the surface parking lot between 250 Centre Street and 25 Amory Street.
- Vehicular access/egress to the below-grade parking garage will be provided off of Brewery Lane.

- b. Described below is a summary of the truck loading and service management as depicted in the Site Plan (*Exhibit A*):

Loading/servicing/deliveries, trash/recycling removal, and move-in/move-out activity for the Project will be either curbside or in the surface parking lot between 25 Amory Street and 250 Centre Street:

- Building management will oversee all loading/service/delivery, trash/recycling removal, and move-in/move-out activities.
 - Loading/service/delivery activities will be encouraged to occur during off-peak traffic periods.
 - Building management will work with residents to manage move-in/move-out activity. Move-in/move-out will occur within the surface parking lot but may also occur curbside as needed.
 - Curbside move-in/move-out will require a temporary street occupancy permit from BTM.

C. Parking Management

Described below is the Development's parking management plan:

The Project will provide a total of approximately 76 parking spaces with 46 below-grade parking spaces, 13 spaces in a surface parking lot, and 17 on-street private parking spaces on Alliance Way. An additional 12 on-street parking spaces will be provided on Brewery Lane and be available to the public.

- Parking will be offered to occupants of the residential units.
 - Parking to be offered to building residents and tenants at prevailing market rates.
 - Parking will be unbundled from residential leases.
- Parking garages and lots will be open year-round, 24 hours per day.

25 Amory Street:

A total of 22 parking spaces will be provided with 13 surface lot parking spaces and 9 on-street private parking spaces along Alliance Way to be constructed as part of 25 Amory Street.

- Electric vehicle charging stations provided on Alliance Way at 75 Amory Avenue will also serve residents of 25 Amory Street. Additional electric vehicle charging stations can be added along Alliance Way as demand future warrants.

250 Centre Street:

A total of approximately 54 parking spaces will be provided consisting of 46 under-building garage spaces and 8 private on-street parking spaces along Alliance Way.

- Provide electric vehicle charging stations for 5% of parking spaces and provide EV-Ready infrastructure comprising installation of conduit and electrical capacity for up to 15% of the built parking spaces.
- Visible, audible, and tactile pedestrian indications will be installed at the garage driveways as appropriate.

The Project will provide bicycle accommodation on-site for residents and visitors:

- Secure, covered bicycle storage will be located in each building for residents at a minimum ratio of 1.0 bicycle space per each residential unit.
- Public bicycle racks for short-term use will be provided for approximately 32 bicycles:
 - 10 visitor public bicycle spaces will be provided at 25 Amory Street; and
 - 22 visitor bicycle parking spaces will be provided for 250 Centre Street.

Section 4. Mitigation and Timeline

A. Required before issuance of a Building or Foundation Permit by ISD (whichever is needed first by the Developer).

- a. A signed and executed copy of this Agreement (TAPA).
- b. An approved Construction Management Plan (CMP), *(BTD Requirements for Construction Management Plan (CMP) are set forth in Appendix 1).*

B. Required after issuance of the first Building or Foundation Permit by ISD (whichever is needed first by the Developer).

Traffic Monitoring Equipment

In order to monitor construction and/or for long-term traffic and intersection monitoring, the Developer, when required, shall:

- Not applicable.

C. Required before issuance of a Certificate of Occupancy by ISD.

Transportation Systems Improvements

When required, in order to mitigate the transportation impacts of the Development, the Developer shall implement the following Transportation System Improvements. These improvements will offset the transportation impacts of the Development on roadways, sidewalks, intersections and public transit. **BTD Requirements for Implementation of**

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Transportation System Improvements are set forth in *Appendix 2*.

a. Geometric Changes to Public Right-of-Way:

Described below are the Developer's commitments for changes to the Public Right-of-Way:

As depicted in Exhibit A.1 and subject to PIC and/or BTM review and approval, and in support of the overall Site, the Master Developer will:

- Construct Brewery Lane (a new public street) between Amory Street and Alliance Way (a private way open to public travel) per PIC approved layout.
- Install new crosswalks and accessible ramps across Amory Street at Brewery Lane per PIC approved layout.
- Construct Alliance Way per PIC approved layout.

These improvements will be constructed in phases in support of the Project and are not tied to the Certificate of Occupancy of either 25 Amory Street or 250 Centre Street but will be completed within approximately 12-months from the Certificate of Occupancy for the final building.

Amory Street Extension and pedestrian connections from Brewery Lane to Centre Street will be constructed by the City of Boston.

b. Traffic Signal System Improvements:

Described below are the Developer's commitments for Traffic Signal System Improvements:

- None.

c. Pavement Markings and Sign Improvements:

Described below are the Developer's commitments for Pavement Markings and Sign Improvements:

- Subject to BTM review and approval, the Master Developer will design and install pavement markings and signage in support of the above noted geometric improvements by Project phase.

The Master Developer will provide a pavement marking and signing plan for review and approval by appropriate agencies prior to installation. Exhibit A.1 of this TAPA is not considered a construction document.

d. Public Transportation Improvements:

Described below are the Developer's commitments for Public Transportation Improvements:

- None.

e. Street Furniture Improvements:

Described below are the Developer's commitments for Street Furniture Improvements:

- Subject to PIC review and approval the Master Developer will provide landscape and streetscape improvements along all proposed new roadways and sidewalks in support of the above noted geometric improvements by Project phase.

f. All Other Mitigation:

Described below are other commitments by the Developer not addressed above:

- Subject to funding, within approximately 12-months from the Certificate of Occupancy for the final building and subject to Boston Parks and MBTA review and approval, Master Developer will design and install landscape, streetscape, and other amenities along the Jackson Square Redevelopment Initiative Greenway immediately adjacent to the Site.

D. Required after issuance of Certificate of Occupancy by ISD.

Transportation Demand Management (hereinafter "TDM") Measures

In order to mitigate the transportation impacts of the Development on an ongoing basis after the Development is occupied, the Developer shall institute TDM Measures. TDM Measures minimize the use of automobiles being used by one person, also known as Single Occupancy Vehicle use (hereinafter "SOV") and maximize the use of alternative modes of transportation. This will reduce traffic congestion and air pollution and provide employees with incentives for flexible work time.

a. Transportation Management Association (hereinafter "TMA") Membership

The Developer shall work with other area businesses in implementing TDM Measures. Joining and participating in a local TMA will satisfy this requirement. TMA's can provide many of the required TDM Measures, including ridematching, guaranteed ride home, and transit information and promotional materials.

Described below are the Developer's commitments to TMA membership:

- Provide written evidence to BTM prior to the issuance of a Certificate of Occupancy for the Development that the Master Developer has contacted other area businesses or the local TMA, should one be active, in implementing TDM programs.
- Provide written evidence that the Master Developer has become a member of the local TMA, should one be active. Membership in the TMA will occur within 6-months of the issuance of permanent Certificate of Occupancy. BTM may waive this requirement at its discretion.

b. Transportation Coordinator

A Transportation Coordinator shall oversee all transportation issues including, managing TDM Measures, parking, loading and service. In addition, the Transportation

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Coordinator will be responsible for the Transportation Monitoring and Annual Report described below, and will serve as the contact and liaison for BTS and TMA

Described below are the Developer's commitments for a Transportation Coordinator:

- Designate a Transportation Coordinator for each building. The Transportation Coordinator may be part of the site management or property management staff.
- Provide BTS with the name and contact information of the Transportation Coordinator within six (6) months of the issuance of a Certificate of Occupancy for the first building occupied.

c. Transit Pass Programs

Described below are the Developer's commitment for Transit Pass Programs:

- Provide information to residents regarding low income and applicable MBTA discount programs to seniors, the disabled, and young adults.
- Provide information to residents regarding Blue Bikes low income program.

d. Ridesharing / Carpooling

Described below are the Developer's commitments to Ridesharing/Carpooling:

- Not applicable.

e. Guaranteed Ride Home Program

Described below are the Developer's commitments to Guaranteed Ride Home Program:

- Not applicable.

f. Information and Promotion of Travel Alternatives

Described below are the Developer's commitments to provide information and promote travel alternatives to employees and/or residents:

Communicate in marketing materials the transit-oriented nature of the Project and promote the proximity to public transportation and both car sharing and bicycle sharing services.

Through the Transportation Coordinator, the Project will:

- Provide residents and commercial tenants with information regarding travel alternatives including transit information, and local car and bicycle sharing services, upon request.
- Provide information on travel alternatives via the Project's web site, should one be active.
- Provide information on travel alternatives to new employees and new residents.

g. Transportation Monitoring and Annual Report

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The purpose of the Transportation Monitoring and Annual Report is to provide BTM an update on transportation related issues, such as the performance of TDM Measures.

The Developer shall provide an Annual Report to BTM by November 30th. If the Certificate of Occupancy for the Development is issued less than 6 months before November 30th, then the report will be due November 30th of the following year. All employee sites with 250 or more employees are required to submit yearly ridesharing surveys to the Massachusetts Department of Environmental Protection (DEP) by November 15th. The information may be used to inform the Annual Report due November 30th to BTM.

Section 5. Terms and Conditions

A. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this TAPA, and such failure or breach shall continue for 60 days after written notice thereof from BTM, BTM may institute any such actions and proceedings as BTM may deem appropriate, including but not limited to actions: to compel specific performance; and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

B. Records and Reports

The Developer shall keep and maintain books, records, and other documents regarding compliance with this TAPA. The Developer shall make the same available at all reasonable times for inspection, copying, audit and examination by BTM, and shall provide BTM with an annual report that summarizes the same by November 30th of each calendar year.

This TAPA shall not be recorded with the Registry of Deeds. However, the Developer agrees, upon the request of BTM, to record a Notice of this Agreement with the Registry of Deeds. Any such notice shall expressly state that it is executed pursuant to the provisions contained in this TAPA and it is not intended to vary the terms and conditions of this Agreement.

C. Assumption of Liability

The Developer shall assume the defense of BTM, its officers, agents, and/or employees, and hold them harmless from all suits and claims against them or any of them, arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

D. Assignment

The Developer may assign its interest in this TAPA, but only subject to and by complying with the following conditions:

- a. Prior to the assignment, the Developer shall notify BTM of its intention to assign and identify all prospective assignees.

- b. At the time of assignment, the Developer shall not be in default of the terms and conditions of this TAPA imposed upon the Developer to date. If any terms and conditions are in default, the Developer must notify BTM and receive BTM's approval to assign while in default.
- c. BTM shall then supply the Developer with the appropriate form to be used as the instrument of assignment, which shall be executed as an Amendment to this TAPA.
- d. The TAPA Amendment shall be drafted by the Developer expressly stating the terms and conditions of the assignment, specifically which covenants and provisions the Assignee shall assume and agree to perform, including any mitigation that may be in default.
- e. There shall promptly be delivered to BTM three originals of the TAPA signed by the Developer and Assignee, for signature and approval by BTM.

E. Waiver

No act by or on behalf of BTM shall be, or deemed or construed to be, a waiver of any such requirement or provision of this TAPA, unless the same be in writing, signed by BTM and expressly stated to constitute such waiver. Any express waiver by BTM shall not operate to waive such rights, terms or conditions, beyond the specific instance of such waiver.

F. Conflict of Interest

The Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of Chapter 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

G. Successors and Assigns

The provisions of this TAPA shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A of the Massachusetts General Laws) and the public body or bodies succeeding to the interests of BTM.

It is the intention of the Parties that the provisions of this TAPA may only be enforced by the Parties hereto and that no other person or persons are authorized to undertake any action to enforce any provisions hereof without the prior written approval of the Parties.

H. Amendment

This TAPA, or any part thereof, may be amended from time to time hereafter only in writing executed by BTM and the Developer.

I. Severability

Each and every covenant and agreement contained in this TAPA is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this TAPA or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to

persons or circumstances other than those as to which it is invalid and unenforceable shall not be affected thereby, and each term and provision of this TAPA shall be valid and shall be enforced to the extent permitted by law.

J. Governing Law

This TAPA shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

K. Conflict of Law

In the event that any action or activity required by the provisions herein cannot be undertaken without violating any special or general law, the failure to undertake or continue to undertake such action or activity shall not be considered a breach of this TAPA. Any Party relying on this section shall notify the other Party in writing identifying the affected action or activity, the applicable law that may be violated and providing an explanation as to why that law would be violated by taking such action or activity.

L. Execution in Triplicate

This TAPA shall be executed in triplicate. All three copies shall be deemed to be originals and together shall constitute but one and the same instrument.

M. Effective Date

This TAPA shall become effective as of the date it is executed by all Parties.

N. Terms of this Agreement

This Agreement shall commence on the "Effective Date" and shall terminate thirty (30) years from that date.

O. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by BTM with respect to such measures.

P. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of BTM, and shall be deemed delivered if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party, which is as follows unless otherwise designated by written notice to the other Party.

DEVELOPER: JACKSON SQUARE PARTNERS, LLC
c/o Jamaica Plain Neighborhood Development Corporation
31 Germania Street
Jamaica Plain, MA 02130
Attn: Teronda Ellis

with a copy to: Klein Hornig
101 Arch Street, Suite 1101
Boston, MA 02110
Attn.: Joseph Lieber, Esq

and 25 AMORY APRTMENTS LLC
c/o Jamaica Plain Neighborhood Development Corporation
31 Germania Street
Jamaica Plain, MA 02130
Attn: Teronda Ellis

with a copy to: Klein Hornig
101 Arch Street, Suite 1101
Boston, MA 02110
Attn.: Joseph Lieber, Esq

and 250 CENTRE STREET HOUSING LLC
c/o The Community Builders Inc.
185 Dartmouth Street, Suite 900
Boston, MA 02116
Attn: Andrew Waxman

with a copy to: The Community Builders Inc.
185 Dartmouth Street, Suite 900
Boston, MA 02116
Attn.: General Counsel

BTD: Boston Transportation Department
Boston City Hall, Room 721
One City Hall Plaza
Boston, MA 02201
Attn: BTD Commissioner

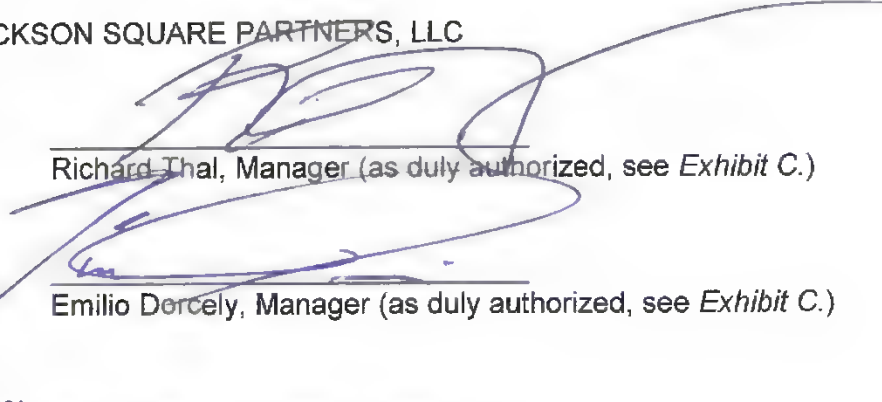
with copies to: Boston Law Department
Boston City Hall, Room 615
One City Hall Plaza
Boston, MA 02201
Attn: Assistant Corporation Counsel

(signatures on following pages)

Q. Signatures

IN WITNESS WHEREOF, the parties hereto have caused this TAPA to be signed, sealed and delivered by their respective duly authorized representatives,

DEVELOPER: JACKSON SQUARE PARTNERS, LLC

By: 
Richard Thal, Manager (as duly authorized, see *Exhibit C.*)

By: 
Emilio Dercely, Manager (as duly authorized, see *Exhibit C.*)

Date: _____

25 AMORY APARTMENTS LLC

By: 25 Amory MM LLC,
its Managing Member

By: Jamaica Plain Neighborhood Development Corporation,
its sole member

By: 
(As duly authorized, see *Exhibit C.*)

Date: _____


250 CENTRE STREET HOUSING LLC

By: 250 Centre Street Housing MM LLC,
its Managing Member

By: 
(As duly authorized, see *Exhibit C.*)

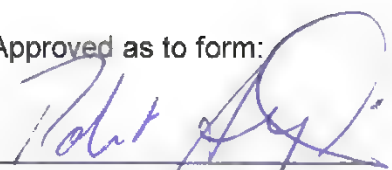
Date: _____

CITY: BOSTON TRANSPORTATION DEPARTMENT

By: 
Gregory T. Rooney, Acting Commissioner

Date: 2/20/20

Approved as to form:


Robert Arcangeli, Assistant Corporation Counsel
City of Boston Law Department

Attachments

Appendix 1: BTD Requirements for Construction Management Plan (CMP)

Appendix 2: BTD Requirements for Implementation of Transportation System Improvements

Exhibit A: Site Plans

Exhibit A.1 – Site Plan

Exhibit B: Legal Description of the Site

Exhibit C: Evidence of Authority

Appendix 1

BTD Requirements for Construction Management Plan (CMP)

The Developer shall prepare a Construction Management Plan (which details measures to ensure the maintenance of existing levels of service on adjacent roadways during the construction of the Development and to minimize disruption in the area, and shall submit said plan to BTD for approval. Such approval shall be obtained prior to the Developer obtaining any building permit from ISD. It is understood by the Developer that the development of a CMP is a precondition to the issuance of a building permit for the Development by ISD.

The CMP shall include, without limitation, measures dealing with: proposed street occupancies; use of tower cranes; sidewalk occupancies or obstruction of pedestrian flow; materials staging; transportation and parking for construction workers; hours of construction work; materials delivery. Key issues to be incorporated in the CMP include:

- The need for full or partial street closures, street occupancy, sidewalk closures and/or sidewalk occupancy during construction.
- Frequency and schedule for truck movements and construction materials deliveries, including designated and prohibited delivery times.
- Truck routing plan (including designated truck routes and sign plan).
- Construction staging and material handling. Staging areas to be coordinated with existing construction occurring in the area.
- Times of construction activity.
- Plans for maintaining pedestrian and vehicle access during each phase of construction.
- Parking provisions for construction workers.
- Mode of transportation for construction workers, initiatives for reducing Driving and parking demand such as TDM Measures as applied to construction workers.
- Coordination with other construction projects in the area.
- Distribution of information regarding construction conditions and impact mitigation to abutters. This includes construction site signs. All construction sites shall include a sign that lists the name of the construction company (general contractor), their phone number, which is clearly visible to enable the public to call with any questions or concerns.
- Costs. All construction costs are the responsibility of the developers.

Failure to comply with the provisions of the CMP may result in withdrawal of the building permit or street occupancy permit until such time as the Commissioner of BTD determines that the Developer is in compliance with the construction management plan.

Appendix 2

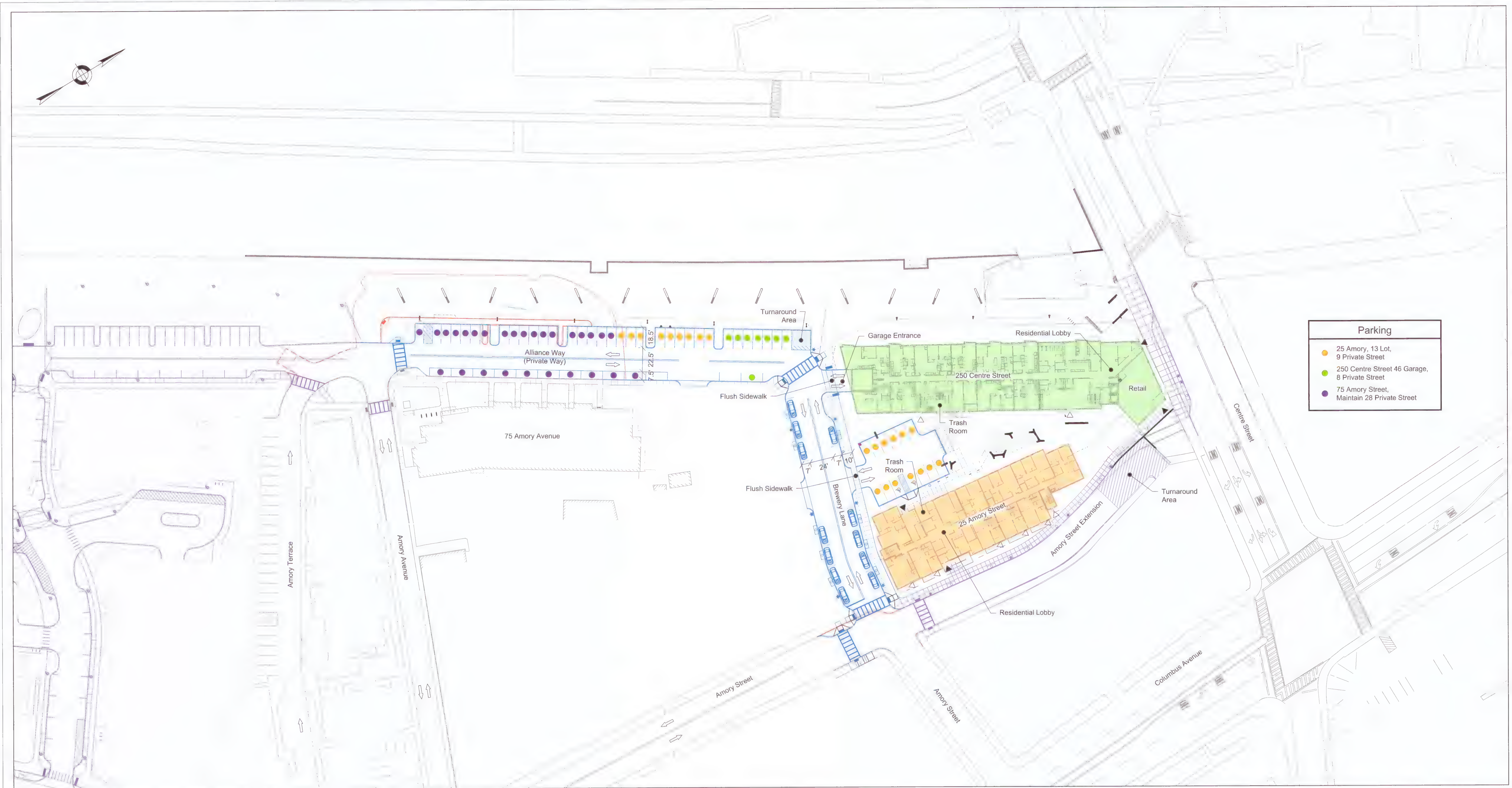
BTD Requirements for Implementation of Transportation System Improvements

All transportation system improvements including, geometric changes, traffic signal changes and all elements of the design, construction and inspection, will be carried out and fully funded by the Developer in close coordination with BTD. All work must meet BTD specifications and standards and must be performed by certified and licensed firms that meet BTD's approval. BTD must approve each step in the design and construction process. The Developer is responsible for obtaining all necessary permits and licenses. Once completed the improvements will be made available for BTD inspection. Based on inspection, the Developer shall complete any outstanding items or repairs within 3 months of the inspection date. If the Developer is unable to meet these deadlines, the Developer shall notify BTD in writing to request an extension. Based on consultation with the Developer, BTD may, at its discretion, set new deadlines. Once approved, ownership of the improvements will transfer to the City and the appropriate agency therein, and all final design documents will be submitted to the City.

Exhibit A

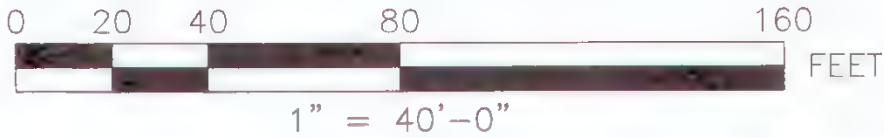
Site Plan

[Attached]



Parking	
●	25 Amory, 13 Lot, 9 Private Street
●	250 Centre Street 46 Garage, 8 Private Street
●	75 Amory Street, Maintain 28 Private Street

NOT FOR CONSTRUCTION



	Proposed Sign		Proposed Improvements		Proposed Meter		Proposed Tree Pit		Street Light		Travel Lane		250 Centre Street
	Sign to Remain		Existing		Existing Meter		Proposed Bollard		Proposed Bike Rack		Primary Entrance		25 Amory Street
			Curb To Be Removed By Others		Meter to be Removed		Proposed Bollard With Light		New Public Parking		Secondary Entrance		
			Proposed Improvements By Others								Property Line		

FINAL DESIGN PER

TRANSPORTATION ACCESS
PLAN AGREEMENT

Jackson Square Site III, Phase 3		
SITE PLAN		EXHIBIT A.1
 HOWARD STEIN HUDSON 11 Beacon Street, Suite 1010 Boston, MA 02108 www.hshassoc.com	Date: January 2020	Scale: 1" = 40'-0"

Exhibit B

Legal Description of the Site

25 AMORY STREET DESCRIPTION

A PARCEL OF LAND LOCATED IN JAMAICA PLAIN, CITY OF BOSTON, COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, MORE PARTICULARLY DESCRIBED BELOW:

BEGINNING AT A STONE BOUND WITH DRILL HOLE AT A POINT OF CURVATURE ON THE WESTERLY SIDELINE OF AMORY STREET:

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 11.00 FEET, A CENTRAL ANGLE OF 31°31'24" WITH A CHORD BEARING OF S 22°05'35" W, A CHORD DISTANCE OF 10.87 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 27.51 FEET, A CENTRAL ANGLE OF 31°31'28" WITH A CHORD BEARING OF S 22°05'35" W, A CHORD DISTANCE OF 27.16 FEET, TO A POINT OF TANGENCY;

THENCE S 06°37'56" W, A DISTANCE OF 6.00 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,478.0045, E:764,530.7582;

THENCE N 72°46'15" W, A DISTANCE OF 174.53 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,529.7013, E:764,364.0528;

THENCE N 29°57'30" E, A DISTANCE OF 260.92 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,755.7632, E:764,494.3501;

THENCE N 54°39'29" E, A DISTANCE OF 21.08 FEET, TO A POINT ON THE WESTERLY SIDELINE OF SAID AMORY STREET;

THENCE S 15°25'58" E, A DISTANCE OF 6.84 FEET;

THENCE N 74°34'32" E, A DISTANCE OF 24.00 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,767.7493, E:764,536.5017;

THENCE S 15°25'58" E, A DISTANCE OF 81.73 FEET, TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 88.20 FEET, AN ARC LENGTH OF 33.49 FEET, A CENTRAL ANGLE OF 21°45'23" WITH A CHORD BEARING OF S 04°32'47" E, A CHORD DISTANCE OF 33.29 FEET, TO A POINT OF TANGENCY HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,655.7773, E:764,560.8780;

THENCE S 06°19'55" W, A DISTANCE OF 137.41 FEET, TO THE POINT OF BEGINNING.

ABOVE PARCEL CONTAINS AN AREA OF 33,150 SQUARE FEET PLUS OR MINUS.

250 CENTRE STREET DESCRIPTION

A PARCEL OF LAND LOCATED IN JAMAICA PLAIN, CITY OF BOSTON, COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS, MORE PARTICULARLY DESCRIBED BELOW:

COMMENCING AT A REMOTE POINT OF BEGINNING, A STONE BOUND WITH DRILL HOLE AT A POINT OF COMPOUND CURVATURE ON THE SOUTHERLY SIDELINE OF CENTRE STREET:

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,991.80 FEET, AN ARC LENGTH OF 117.93 FEET, A CENTRAL ANGLE OF 03°23'32" WITH A CHORD BEARING OF S 84°19'23" E, A CHORD DISTANCE OF 117.91 FEET, TO A POINT OF TANGENCY;

THENCE S 82°36'52" E, A DISTANCE OF 81.06 FEET, TO A POINT OF BEGINNING HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,844.7175, E:764,452.3659;

THENCE S 82°36'52" E, A DISTANCE 54.93 FEET ALONG THE SOUTHERLY SIDELINE OF SAID CENTRE STREET, TO A POINT OF INTERSECTION WITH THE WESTERLY SIDELINE OF AMORY STREET HAVING A MASS. STATE PLANE OF N:2,942,837.6566, E:764,506.8402;

THENCE S 15°25'58" E, A DISTANCE OF 45.28 FEET, TO A POINT;

THENCE S 74°34'32" W, A DISTANCE OF 14.00 FEET, TO A POINT;

THENCE S 15°25'58" E, A DISTANCE OF 23.16 FEET, TO A POINT;

THENCE S 54°39'29" W, A DISTANCE OF 21.08 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,755.7632, E:764,494.3501;

THENCE S 29°57'30" W, A DISTANCE OF 260.92 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,529.7013, E:764,364.0528;

THENCE N 72°46'15" W, A DISTANCE OF 38.40 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,541.0682, E:764,327.3752;

THENCE S 32°00'30" W, A DISTANCE OF 135.58 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,426.1087, E:764,255.5167;

THENCE N 71°38'20" W, A DISTANCE OF 41.16 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,439.0749, E:764,216.4503;

THENCE N 30°36'44" E, A DISTANCE OF 274.46 FEET, TO A POINT HAVING A MASS. STATE PLANE COORDINATE OF N:2,942,591.4825, E:764,306.6277;

THENCE N 29°34'30" E, A DISTANCE OF 194.82 FEET, TO THE POINT OF BEGINNING.

ABOVE PARCEL CONTAINS AN AREA OF 32,572 SQUARE FEET PLUS OR MINUS.

Exhibit C

Evidence of Authority

[Attached]

Jackson Square Partners LLC
c/o Jamaica Plain Neighborhood Development Corporation
31 Germania Street
Jamaica Plain, MA 02130

Danbury, 2019

Boston Transportation Department
Attention: Commissioner
Room 721
One City Hall Plaza
Boston, MA 02201

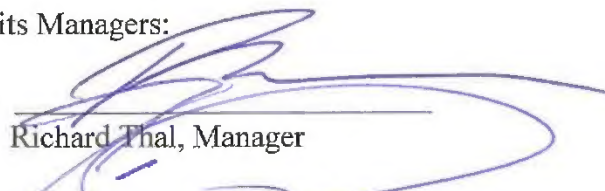
Re: Authorization Letter – Jackson Square Partners LLC

Dear Sir/Madam:

Acting pursuant to the authority conferred on them by Section 4.7 of the Operating Agreement of Jackson Square Partners LLC (“JSP”) dated as of June 1, 2005, the undersigned, being all the managers of JSP, do hereby consent and agree that each of Richard Thal and Emilio Dorcely, either acting alone or acting together, is hereby authorized, on behalf of JSP, to execute, seal, acknowledge and deliver a legally binding TAPA Agreement with the City of Boston, and to execute, acknowledge and deliver all such additional documents, instruments or certificates as may be necessary or appropriate to effectuate the foregoing.

Jackson Square Partners LLC

By its Managers:

By: 
Richard Thal, Manager

By: 
Emilio Dorcely, Manager

25 Amory Apartments LLC
c/o Jamaica Plain Neighborhood Development Corporation
31 Germania Street
Jamaica Plain, MA 02130

January 6, 2019

Boston Transportation Department
Attention: Commissioner
Room 721
One City Hall Plaza
Boston, MA 02201

Re: Authorization Letter – 25 Amory Apartments LLC

Dear Sir/Madam:

Acting as the Executive Director of Jamaica Plain Neighborhood Development Corporation, the sole member of 25 Amory MM LLC, the sole member of 25 Amory Apartments LLC (the “LLC”), the undersigned does hereby consent and agree that Richard Thal is hereby authorized, on behalf of 25 Amory MM LLC, acting on behalf of the LLC, to execute, seal, acknowledge and deliver a legally binding TAPA Agreement with the City of Boston, and to execute, acknowledge and deliver all such additional documents, instruments or certificates as may be necessary or appropriate to effectuate the foregoing.

25 Amory Apartments LLC

By: 25 Amory MM LLC, its sole member

By: Jamaica Plain Neighborhood Development Corporation, its sole member

By: 
Richard Thal, Executive Director

250 Centre Street Housing LLC
c/o The Community Builders, Inc.
185 Dartmouth Street
Boston, MA 02116

November 22, 2019

Boston Transportation Department
Attention: Commissioner
Room 721
One City Hall Plaza
Boston, MA 02201

Re: Authorization Letter – 250 Centre Street Housing LLC

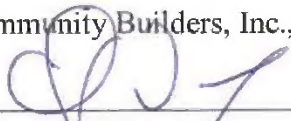
Dear Sir/Madam:

Acting as the Authorized Agent of The Community Builders, Inc., a member of 250 Centre Street Housing MM LLC, the managing member of 250 Centre Street Housing LLC (the “LLC”), the undersigned does hereby consent and agree that Andrew Waxman is hereby authorized, on behalf of the LLC, to execute, seal, acknowledge and deliver a legally binding TAPA Agreement with the City of Boston, and to execute, acknowledge and deliver all such additional documents, instruments or certificates as may be necessary or appropriate to effectuate the foregoing.

250 Centre Street Housing LLC

By: 250 Centre Street Housing MM LLC, its managing member

By: The Community Builders, Inc., its member

By: 
Name: Andrew Waxman
Title: Authorized Agent